



Attorney Docket No. 9204-000002

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

Group Art Unit:	3628)
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Examiner:	David Vincent)
)
Applicants:	Sutton et al)
)
Serial No.:	09/420,033)
)
Filed:	October 18, 1999)
)
Title:	A METHOD AND SYSTEM FOR)
	TRANSACTIONING A PURCHASE)
	USING A CREDIT CARD FROM SELLER)
)

REPLY BRIEF ON BEHALF OF APPELLANTS

In response to the Examiner's Answer mailed October 4, 2005, please consider the remarks set forth below.

The Examiner has maintained the rejection of Claims 1-11 as being unpatentable over U.S. Patent No. 6,202,051 (Woolston) and U.S. Patent No. 6,240,396 (Walker) under 35 USC §103(a). Applicant respectfully traverses this rejection.

First, Applicant maintains that Woolston fails to disclose crediting a credit card account of the seller. Woolston is generally directed to a computer-implemented system that enables sellers to auction items to one or more potential buyers via the Internet. For the most part, Woolston makes reference to accounts which are internal to the computer-implemented system. To clear these internal accounts, Woolston merely states "it is understood that this may be via an external credit card clearing network, a connection to a credit account, or through one of the many proposed electronic fund transfer schemes ..." (i.e., col. 12, lines 46-52). No further explanation is provided by Woolston. Thus, Woolston relies on known credit card clearinghouse practices. However, credit card clearinghouse regulations at the time Woolston was filed only permitted credit transactions to credit card accounts as "returns", i.e., where a corresponding debit occurs on the credit card account. Therefore, crediting a credit card account of the seller as a means of transacting a purchase as recited in Applicant's claimed invention would not be understood from this teaching of Woolston.

Woolston also makes reference to using electronic fund transfer schemes. This terminology typically refers to a wire transfer between bank accounts and does not involve the use of credit cards. To the extent that Woolston implies a broader meaning for this phrase (e.g., at col. 12, line 51), it would likewise not be understood to mean crediting a credit card account of the seller as discussed above.

With respect to Walker, Applicant seeks to clarify the teachings of this reference. Walker is directed generally to a method and system for facilitating the purchase of event tickets. As part of the purchase process, the central controller 200 requests authorization from the credit card issuer to reserve a portion of the seller's credit. More specifically, the seller's account is debited the reservation amount which may correlate to the sale amount of the tickets. This credit reservation is a fraud deterrent and may be used as a penalty in the event the seller fails to deliver the tickets to the buyer (see, e.g. col. 12, lines 47-60).

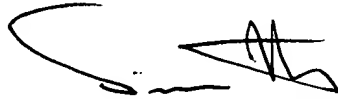
Upon verification that the tickets have been surrendered by the seller to the buyer, the seller's credit card account is credited the reserved amount (i.e., the sale amount of the tickets) at step 798. Thus, Walker teaches crediting the seller's credit card account only when a corresponding debit has been previously placed on the account in accordance with customary credit card clearing regulations. This step does not complete the purchase transaction. Rather, this step returns seller's credit card account to a zero balance. The Board is respectfully requested to consider this teaching (e.g., at col. 14, lines 41-56) in the view of the overall disclosure of the Walker patent. Walker fails to teach or suggest crediting a credit card account of the seller as a means of transacting a purchase as recited in Applicant's claimed invention.

Applicant's invention is similarly directed to a method for transacting a purchase between a buyer and a seller using a computer-implemented system. However, the purchase transaction is completed by using credit card account information from both the buyer and the seller. Specifically, Applicant's claimed invention involves crediting the sale amount (less any previously agreed upon transaction fee) to the credit card account of

the seller. For instance, Claim 1 recites “transacting a purchase between the buyer and the seller using credit card account information from the buyer and the seller, including the step of crediting the credit card account of the seller” in combination with the other elements recited in the claim. Likewise, Claim 7 recites “said transaction manager being further operative to transact a purchase between the buyer and the seller using the credit card account information from the buyer and the seller, including crediting the credit card account of the seller” in combination with the other elements recited in the claim. The Examiner’s attention is also drawn to Claims 4 and 11 which more clearly define the steps for transacting the purchase. To the extent that Walker teaches crediting a seller’s credit card account, this step does not provide payment to the seller for the event tickets and thus does not complete the purchase transaction. Therefore, it is respectfully submitted that Claims 1 and 7, along with claims depending therefrom, defines patentable subject matter over Woolston and Walker.

In view of the above-presented discussion, Applicants believe that the rejected claims are patentably distinguishable over the art cited by the Examiner. Accordingly, Applicant's respectfully request that this Board reverse the final rejection of Claims 1-11.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. MacIntyre', with a large, sweeping initial 'T'.

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